

REMARKS

Reconsideration of this application is respectfully requested. Claims 1 and 4-13 are pending in this application. Claims 14-17 stand withdrawn. The features of claim 3 have been incorporated into claim 1 and claim 3 has been cancelled as redundant. Applicants believe that consideration of this amendment is proper because they have attempted to comply with every requirement expressly set forth in the previous Office Action dated October 18, 2006 and believe the application is now in condition for allowance.

Applicants acknowledge with thanks the courtesies extended by Examiner Pickett in a telephonic interview of August 2, 2007. The Examiner discussed his statement that claim 1 was a product-by-process claim, and prior art that would be applied to a product claim compared to the product-by-process claim. Applicants further acknowledge the allowability of claim 10.

Claims 1, 4-5, 7, 9 and 11 stand rejected under 35 U.S.C. § 102(e) as being anticipated by Jones et al in U.S. Patent No. 6,752,272 ("Jones"). Applicants maintain that Jones fails to describe amended claim 1. Jones describes a package having the exterior of the package laminated with a polymer film. High density polyethylene, polyolefins, polyesters and combinations thereof are suggested for use as a film in Jones, where the film is extrusion laminated to one

or both sides of the package. The only means of applying the film suggested in Jones is extrusion or adhesive lamination.

Further, Jones considers coating the paperboard, but does not suggest using a plastic material to do so. In col. 4, lines 26-30, coating of the paperboard with clay, calcium carbonate and/or titanium dioxide with starch or adhesive are revealed. If Jones contemplated using a polymer to coat the substrate, this section cries out that such a disclosure be made. In the absence of such a disclosure, one is forced to conclude that Jones did not consider polymer coatings a part of his invention.

In response to Applicants arguments in Amendment A, the Examiner states that the additional layer of material can be considered to coat the substrate. However, as taught by WO99/50066 referenced in Applicants' Response B, the layer immediately adjacent to the substrate would be an adhesive or tie layer. Applicants have amended claim 1 to require that the polymer coating be in direct contact with the substrate. This is not taught anywhere in the Jones reference.

The Examiner states that Applicant's assertion that a tie layer must be present is without merit. As evidence, the Examiner cites to Casey, which also shows the use of a tie layer. Casey uses an extrudable material to bond the substrate to a plastic blister adhesive material. Applicants understand this to be an

admission by the Examiner that Jones' disclosure of extrusion or adhesive lamination is different from the coating of the instant invention.

The Examiner has provided no motivation why one skilled in the art would use the extrudable layer of Casey in combination with Jones. There is no disclosure in Casey that the extrudable material is suitable for use on a child-resistant package. Casey uses layer 12 only to bond a plastic blister adhesive to the substrate. There is no teaching or suggestion that the layer 12 would make it more difficult for a child to tear the package or that strength is at all improved. An extrudable material having a high adhesive strength does not necessarily have a high tensile strength. Casey also fails to disclose that the extrudable layer would be useful in binding the polymer film of Jones to the substrate. Therefore, absent a motivation to combine these references, no *prima facie* case of obviousness has been established.

It is suggested that Jones anticipates polyester in claim 3. Although Jones suggests the use of polyester in a film, it fails to suggest polyester as an extrusion coating. The same is true of PET in claim 4.

It is further suggested that Jones anticipates coating on both sides of claim 5 and coating of both the sleeve and the insert of claim 7. Since these claims include all features of claim 1, Jones cannot anticipate claims 5 or 7 since

claim 1 is not anticipated. Jones fails to describe the polymer coating bonded directly to the substrate as featured in claim 1.

The Examiner states that the laminate of Jones is delaminable. However, the Examiner makes a bare statement to that effect, with no supporting citation or reasoning. Applicants find no disclosure in Jones that it is delaminable, and respectfully request that the Examiner provide a citation and/or reasoning for such a statement.


Even if Jones discloses a hole when item 13 is depressed, as discussed above, this reference fails to reveal all features of the underlying independent claim.

Claim 6 stands rejected under 35 U.S.C. § 103(a) as being unpatentable over Jones, in view of Holbert in U.S. Patent Application Publication No. 2003/0148110. Holbert is relied upon to show an inner reinforcement layer which may be polyester. Claims 8, 12 and 13 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Jones, in view of Schwenk in U.S. Patent No. 3,654,842. The secondary references teach the features noted by the Examiner, arguments asserted above with respect to Jones and the features of claim 1 are reasserted here. Jones fails to teach bonding of a polymer coating to the substrate material.

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Reply to Office Action of February 20, 2007

By the above arguments and amendments, Applicants believe that they have complied with all requirements expressly set forth in the pending Office Action. Issuance of a Notice of Allowance on the remaining allowed claims is respectfully requested. Should the Examiner discover there are remaining issues which may be resolved by a telephone interview, he is invited to contact Applicants' undersigned attorney at the telephone number listed below.

Respectfully submitted,
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